

E-filed: November 27, 2024

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UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re

CASH CLOUD, INC., dba COIN CLOUD,

Debtor.

Case No. 23-10423-mkn

Chapter 11

**GENESIS GLOBAL HOLDCO, LLC'S
 MOTION TO ENFORCE SALE ORDER
 (ECF 795) AND JOINDER IN ENIGMA
 SECURITIES LIMITED'S MOTION FOR
 SIMILAR RELIEF (ECF 1825)**

Hearing Date: December 30, 2024

Hearing Time: 9:30 a.m.

Genesis Global Holdco, LLC ("Genesis"), by and through counsel, hereby submits this motion (the "Genesis Motion to Enforce") to request that this Court issue an order (1) directing the Debtor to turn over to Genesis all proceeds from the sale of Genesis Collateral pursuant to the

1 *Order: (A) Confirming Auction Results; (B) Approving the sale of Certain of Debtor's Assets to*
 2 *Heller Capital Group, LLC and Genesis Coin, Inc., Free and Clear of Liens Claims,*
 3 *Encumbrances, and Other Interests; (C) Authorizing the Assumption and Assignment of Certain of*
 4 *the Debtor's Executory Contracts, Unexpired Leases Related Thereto; and (D) Granting Related*
 5 *Relief (ECF 795) (the "Sale Order")¹ or, in the alternative, (2) directing Debtor to place all*
 6 *remaining sale proceeds into a sequestered, interest-bearing account. In addition, Genesis requests*
 7 *that the Court direct the Debtor to account for all sale proceeds that the Debtor was required to hold*
 8 *in escrow pursuant to the Sale Order.*

9 The Sale Order required the Debtor to hold the Sales proceeds related to the sale of the
 10 Genesis Collateral in escrow pending this Court's resolution of the Disputed Surcharge Claims.
 11 *Sale Order at paragraph 19(c).*²

12 As to the Disputed Surcharge Claims, on October 4, 2024 (ECF 1794), this Court entered
 13 its order denying the Debtor's and the Committee's request to surcharge the proceeds related to the
 14 sale of the Genesis Collateral. While the Committee has appealed that order, the Committee did
 15 not obtain a stay pending appeal. As such, now is the appropriate time for the Debtor to turn over
 16 to Genesis the proceeds related to the sale of the Genesis Collateral. Pursuant to paragraph 20 of
 17 the Sale Order, this Court retained jurisdiction to enforce and resolve disputes related to the Sale
 18 Order.

19 As it relates to the Genesis Motion to Enforce, the facts, the law and the applicable terms
 20 of the Sale Order are virtually identical to those set forth in Enigma Securities Limited's Motion to
 21 Enforce Sale Order on Order Shortening Time (ECF 1825) (the "Enigma Motion to Enforce"). As
 22 such, Genesis, by and through its joinder in the Enigma Motion to Enforce, incorporates by
 23 reference the facts, law and Sale Order terms cited in the Enigma Motion to Enforce. The only
 24
 25

26 ¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale
 27 Order.

28 ² As of the Petition Date (as defined in the DIP Order), Genesis held a blanket lien on all of the Debtor's
 assets. Neither the Committee nor any other party in interest challenged the validity, priority or perfection
 of the Genesis Liens (as defined in the DIP Order) as set forth in the DIP Order and the time to challenge
 the Genesis Liens has expired.

1 difference between Enigma and Genesis in the Sale Order is that the applicable section related to
 2 Enigma is paragraph 19(a) and the applicable section related to Genesis is paragraph 19(c).

3 **RESERVATION OF RIGHTS**

4 Genesis reserves all rights with respect to the relief set forth in the Genesis Motion to
 5 Enforce, including the right to (1) seek reimbursement of fees and expenses (including reasonable
 6 attorney's fees) incurred in connection with enforcing the terms of the Sale Order and (2) assert a
 7 claim for damages incurred by Genesis due to the Debtor's failure to maintain the sale proceeds in
 8 a segregated, interest-bearing account.

9 **CONCLUSION**

10 For these reasons, Genesis requests that this Court issue an order (1) directing the Debtor to
 11 turn over all proceeds from the sale of Genesis Collateral to Genesis or, in the alternative, (2)
 12 directing Debtor to place all remaining sale proceeds into a sequestered, interest-bearing account.
 13 In addition, Genesis requests that the Court direct the Debtor to account for all sale proceeds that
 14 the Debtor was required to hold in escrow pursuant to the Sale Order.

15 DATED this 27th day of November 2024. SNELL & WILMER L.L.P.

16 /s/ Robert R. Kinas

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